

BOSTON REDEVELOPMENT AUTHORITY

April 21, 1988

AMENDED AND RESTATED
DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 17Bounded by Berkeley Street, Boylston Street,
Clarendon Street and St. James Avenue, Boston Proper

Reference to Original Development Plan and Development Impact Project Plan: This Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 amends and restates the Development Plan and Development Impact Project Plan for Planned Development Area No. 17 dated September 27, 1984, revised March 28, 1985 and approved by the Boston Redevelopment Authority on March 28, 1985.

General Description of Proposed Development: The project (the "Project") is comprised of two components referred to herein as the "Western Component" and the "Eastern Component". The Western Component consists of a 25-story office structure rising from a 6-story low-rise base, whereas the Eastern Component consists of a 22-story office structure rising from a six-story low-rise base. The low-rise base structures of the Western and Eastern Components are partially separated by a party wall and are connected by pedestrian arcades and passageways. The Western Component will contain approximately 695,000 square feet of gross floor area¹ and the Eastern Component will contain approximately 505,000 square feet of gross floor area, resulting in a total gross floor area for the Project of 1,200,000 square feet. Approximately 65,000 square feet of retail/commercial space will occupy the ground and second stories of the Western Component and approximately 35,000 square feet of retail/commercial space will occupy the ground and second stories of the Eastern Component. The balance of the space in the Western and Eastern Components will be used for office purposes. Below grade parking facilities will also be provided as detailed in this Plan.

¹ As customary, gross floor area has been determined by excluding mechanical shafts (including smoke exhaust shafts, toilet pipe shafts, stair pressurization shafts, rain leader shafts, electrical risers and elevator shafts and overrides), electrical rooms, floor main mechanical rooms, and below-grade parking.

Owners/Developers: The owner of the Western Component is Five Hundred Boylston West Venture, a joint venture formed pursuant to the partnership laws of the Commonwealth of Massachusetts by designees of New England Mutual Life Insurance Company, Gerald D. Hines Interests, Inc., and Dutch Institutional Holding Company, Inc. The developer of both Western and Eastern Components is a joint venture of designees of New England Mutual Life Insurance Company and Gerald D. Hines Interests, Inc.

Architects: The architect for the Western Component is John Burgee Architects with Philip Johnson, New York, New York, and such associate architects as may be designated by the owner or developer of the Western Component. The architects for the Eastern Component are Robert A.M. Stern Architects and Jung/Brannen Associates, Inc. and such associate architects as may be designated by the developer of the Eastern Component.

Location and Description of Site: The entire Project site (including the sites of the Western and Eastern Components) is bounded by Berkeley, Boylston and Clarendon Streets and St. James Avenue, and contains 137,074 square feet, more or less, as described in Exhibit I attached hereto, together with the fee title to the center lines of Berkeley Street, St. James Avenue and Clarendon Street, the discontinued portions of which are to be occupied by the foundation and possibly underground structure of the development. The sites of the Western and Eastern Components (which collectively comprise the Project site) contain 80,581 square feet and 56,415 square feet, more or less, respectively, are also described in Exhibit I and also are owned together with fee title to the center lines of the adjacent streets as hereinabove provided.

Projected Number of Employees: It is anticipated that the Western Component will generate approximately 1,600 construction-related jobs and 3,000 permanent office and commercial jobs and that the Eastern Component will generate approximately 1,400 construction-related jobs and 2,000 permanent office and commercial jobs.

Development Impact Project Exaction: As required under Section 26-3 of the Boston Zoning Code, the developer of the Project entered into a Development Impact Project Agreement with the Boston Redevelopment Authority on June 28, 1985 as amended by First Amendment to Development Impact Project Agreement to be executed at the time of approval of this Plan, which Agreement sets forth the Development Impact Project Exactions to be made in connection with the Western and Eastern Components. Development Impact Project Exactions will be made by the owners of the Western and Eastern Components in accordance with such Agreement. In

accordance with Section 26-2(3) of the Boston Zoning Code, such Exactions may be made, at the developer's option, by (i) the payment by the developer of a sum of money, payable at the times, in the manner and under the conditions specified in the Development Impact Project Agreement (a "Housing Payment Exaction"), (ii) the creation by the developer of low and moderate income housing units at a cost at least equal to the amount of the Housing Payment Exaction, or (iii) a combination of items (i) and (ii) above. Should the developer's obligation with regard to the Development Impact Project Exaction be satisfied solely in the form of a Housing Payment Exaction, total payments from the developer would equal approximately \$2,975,000 for the Western Component and \$2,525,000 for the Eastern Component based upon gross floor areas as provided in this Plan of 695,000 square feet and 505,000 square feet, respectively, calculated as follows:

<u>Western Component</u>	Total Gross Floor Area of Uses Enumerated in Table C of Article 26 of the Code	695,000 gsf
	Less Exemption	100,000 gsf
	Net Gross Floor Area for Payment Purposes	595,000 gsf
		x <u>\$5</u>
		\$2,975,000

<u>Eastern Component</u>	Total Gross Floor Area of Uses Enumerated in Table C of Article 26 of the Code	505,000 gsf
	(No Exemption)	
		x <u>\$5</u>
		\$2,525,000

The Development Impact Project Agreement provides that if the gross floor area of either Component differs from the estimate set forth in this Plan, the amount of the Development Impact Project Exaction for such Component shall be based upon the actual gross floor area as certified by the Project architect.

Permitted Uses: The uses to be permitted are listed in Exhibit II.

Proposed Location and Appearance of Western and Eastern Components: The location and appearance of the Western Component shall generally conform with the Western Component drawings prepared by John Burgee Architects with Philip Johnson listed in Exhibit III-A hereto. The location and appearance of the Eastern

Component shall generally conform with the Eastern Component schematic design drawings prepared by Robert A.M. Stern Architects listed in Exhibit III-B hereto.

Parking and Loading Facilities: Parking for approximately 1,000 vehicles will be provided on three levels below grade. In the event that the developers obtain all governmental approvals necessary to increase the number of parking spaces in the Project, parking for approximately 1,270 vehicles will be provided on three below-grade levels, which increase will not require an amendment to this Plan. In either case, a minimum of 625 public parking spaces will be provided. The balance of the parking spaces will be used by tenants of the Project. The parking spaces will be allocated between Western and Eastern Components in accordance with approvals obtained or to be obtained from the Boston Air Pollution Control Commission and other agencies of the City of Boston. Six loading bays will be provided along St. James Avenue for use by both Components. Five of these loading bays will be located in the Western Component and one will be located partially in the Eastern Component and partially in the Western Component. The parking and loading facilities for both Components will be in general conformity with the facilities shown on Drawing Nos. A-12, A-18, A-19 and A-20 of the Eastern Component Plans.

Open Spaces and Landscaping: The Western Component includes an exterior courtyard fronting on Boylston Street and sidewalk trees on Boylston Street, Clarendon Street, and St. James Avenue, in general conformity with Drawing Nos. A2.03 and A2.05 of the Western Component Plans. The Eastern Component includes an interior courtyard (also referred to as a "winter garden") on the second level which will be roofed by a glass skylight at the top of the low-rise base structure in general conformity with Drawing No. A-13 of the Eastern Component Plans. Sidewalk trees will also be planted adjacent to the Eastern Component on Boylston Street, Berkeley Street and St. James Avenue in general conformity with Drawing No. A-12 of the Eastern Component Plans.

Density: The floor area ratio for the Western Component shall not exceed 8.65, the floor area ratio for the Eastern Component shall not exceed 9.0, and the floor area ratio for the entire Project shall not exceed 8.75. Tables of floor area ratio calculations for the Western Component, Eastern Component and Project are attached as Exhibit IV.

Proposed Traffic Circulation: Vehicular access to and egress from the Project site shall be provided by the four existing streets bounding the site. Access to the below-grade parking garage shall be from Clarendon Street and St. James Avenue; egress shall be to St. James Avenue. Access and egress for the loading bays servicing the Project shall be from St. James Avenue.

Pedestrian access to the site will be primarily by the main entrance to the Western Component on Boylston Street and the main entrance to the Eastern Component on Berkeley Street. Interior and covered exterior pedestrian ways and arcades will connect the two Components of the Project with each other and will connect all parts of the Project with the surrounding streets.

Access to Public Transportation: The site is well served by public transportation. The site is presently served by the MBTA Green Line at the Copley Square and Arlington Street stops (respectively, one block to the west and one block to the east of the site) and the MBTA Orange Line stop at the Back Bay railroad station. The Orange Line stop is located at the corner of Dartmouth and Buckingham Streets, approximately three blocks from the St. James Avenue side of the site. Commuter and inter-city rail service is provided to the site through a stop at the Back Bay railway station. Several MBTA bus routes terminate within a block of the site at Copley Square: Bus Route 302 (Watertown/Copley Express); Bus Route 9 (City Point/Copley); and Bus Route 10 (Boston City Hospital/Copley). Private commuter bus lines also service the site.

Proposed Dimensions of Structures: The dimensions of the Western Component and Eastern Component will generally conform with the drawings listed in Exhibits III-A and III-B, respectively, of this Plan. Specifically, the height of the Western Component shall not exceed 330 feet as measured to the top of the parapet (except for certain decorative features and a rounded mechanical penthouse), the height of the Eastern Component shall not exceed 310 feet as measured to the top of the parapet (except for certain decorative features) and the height of the low-rise base structure of each of the Western and Eastern Components shall not exceed 90 feet as measured to the top of the parapet (except for certain decorative features and the skylight roof of the winter garden).

Exterior Building Material: The exterior of the Western Component will consist primarily of rose-colored granite. The exterior of the Eastern Component will consist primarily of red brick with white cast stone ornamental features and white cast stone covering the first two levels. The low-rise base structures of both Components will feature ornamental window designs including arch-shaped windows (in the Western Component) and bay windows (in the Eastern Component).

Changes to Drawings: The drawings listed in Exhibits III-A and III-B form the basis of the Project design; however, as is the case of any development of the scope of the Project, minor changes to the drawings listed in Exhibits III-A and III-B are permitted.

In the case of the Western Component, because such drawings represent construction drawings, it is anticipated that such changes will be in the nature of minor dimensional and design adjustments made during and as necessitated by the construction process. Changes to the Eastern Component will be in the nature of design refinements made in the course of preparation and review of design development and construction drawings. In the case of both Components, these changes will not cause the heights or floor area ratios referred to in this Plan to be exceeded nor will they significantly alter the general appearance of the exterior of the respective Components. Furthermore, to assure compliance with this Plan, Section 3-1A of the Boston Zoning Code provides that the Building Commissioner shall not issue any building or use permit unless the Director of the Authority has certified that the building permit application and the plans filed in connection therewith are consistent with this Plan.

Design Review: The Western Component, which is presently under construction, has been subjected to thorough design review and has been approved by the Authority; no further design review of the Western Component will be required because of this Amended and Restated Development Plan and Development Impact Project Plan. Materials and treatment of the Eastern Component facade, landscaping design, exterior signage, interior public walkways and arcades and other items as specified in the Boston Redevelopment Authority's "Development Review Procedures" dated 1985, revised 1986 have been and will continue to be subject to the Authority's design review process as set forth in such "Development Review Procedures" dated 1985, revised 1986.

Component Ownership: Although the Western Component and Eastern Component will be physically joined by interior walkways and arcades, either Component may be owned and/or financed independently of the other and, therefore, each must be considered as a separate zoning lot capable of being mortgaged and conveyed as such. The owner or developer of either Component shall have no liability or responsibility at law or in equity with respect to the other Component.

Existing Zoning: The site is located in a B-8-D zoning district and a restricted parking district.

Zoning Exceptions Required: The zoning exceptions required are summarized below:

<u>Section</u>	<u>Required in B-8 Zoning District (approximate)</u>	<u>Provided for Western Component (approximate)</u>	<u>Provided for Eastern Component (approximate)</u>
8-7 CONDITIONAL USES (listed in Exhibit II*)	--	--	--
15-1 FLOOR AREA RATIO	8.0	8.65**	9.00**
20-1 REAR YARD			
Western Component	0	5 ft.	--
Eastern Component	22 ft.	--	0**
21-1 PARAPET SETBACK			
<u>Western Component</u>			
Front (Boylston)			
tower	51 ft.	133 ft.	--
low-rise	51 ft.	10 ft.**	--
Side (Clarendon)			
tower	17.5 ft.	45 ft.	--
low-rise	0	18 ft.	--
Side (Btw. Components)			
tower	47.5 ft.	60 ft.	--
low-rise	0	0	--
Rear (St. James)			
tower	63 ft.	6 ft.**	--
low-rise	63 ft.	5 ft.**	--

* The developer may apply for conditional use permits for the conditional uses listed in Exhibit II either instead of or in addition to exceptions.

** Exception obtained or required.

<u>Section</u>	<u>Required in B-8 Zoning District (approximate)</u>	<u>Provided for Western Component (approximate)</u>	<u>Provided for Eastern Component (approximate)</u>
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PARAPET SETBACK (cont'd.)

Eastern Component

Front (Berkeley)

tower	35 ft.	--	32 ft.**
low-rise	35 ft.	--	32 ft.**

Side (Boylston)

tower	33 ft.	--	56 ft.
low-rise	33 ft.	--	10 ft.**

Side (St. James)

tower	48 ft.	--	28 ft.**
low-rise	48 ft.	--	7 ft.**

Rear (Btw.
Components)

tower	75 ft.	--	0**
low-rise	75 ft.	--	0**

24-1

LOADING BAYS

Western Component	8.0	5.0**	--
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Eastern Component	7.0	--	1.0**
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24-2(c)

LOADING BAY LOCATION

Western Component	Entirely on lot	Entirely on lot	--
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Eastern Component	Entirely on lot	--	Partially** on lot
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** Exception obtained or required.

AMENDED AND RESTATED
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PLANNED DEVELOPMENT AREA NO. 17

That certain parcel of land with the improvements thereon situated in Boston, Suffolk County, Massachusetts, bounded and described as follows:

Containing, by estimation, about 137,074 square feet of land.

Description of Western Component Site

NORTH 69°45'00" EAST by Boylston
Street, 322.37 feet; thence

SOUTH 20°15'00" EAST by land formerly of the Mill Dam Trust and of New England Mutual Life Insurance Company, 249.97 feet to St. James Avenue; thence

SOUTH 69°44'51" WEST by St. James Avenue, 322.34 feet to the northeast corner of the intersection of St. James Avenue and Clarendon Street; thence

NORTH 20°15'31" WEST by Clarendon Street, 249.98 feet to the point of beginning.

Containing, according to the plan, 80,581 square feet of land, more or less.

Included within the above-described parcel are three parcels of registered land bounded and described as follows:

First Registered Parcel

That certain parcel of land situated in said Boston, bounded and described as follows:

NORTHERLY	by the southerly line of Boylston Street, 28.30 feet;
EASTERLY	by land formerly of the Mill Dam Trust, 125 feet;
SOUTHERLY	by land formerly of New England Mutual Life Insurance Company, 28.30 feet; and
WESTERLY	by land formerly of New England Mutual Life Insurance Company, 125 feet.

This first registered parcel is shown on a plan drawn by Survey Engineers of Boston and filed with the Engineering Office of the Land Court in Boston, Massachusetts as Plan No. 2025^B, being a subdivision of the land described in Suffolk Registry District Certificate of Title No. 94648 in Registration Book 469, Page 48.

Second Registered Parcel

That certain parcel of land situated in said Boston, bounded and described as follows:

NORTHWESTERLY	by the southeasterly line of Boylston Street, 24 feet;
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NORTHEASTERLY	by land now or formerly of Andrew D. Maclachlan, the line running in part through the middle of a party wall, 125 feet;
SOUTHEASTERLY	by land of New England Mutual Life Insurance Company, 24 feet; and
SOUTHWESTERLY	by land now or formerly of Frederick Ayer, the line running in part through a party wall, 125 feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Aspinwall & Lincoln, Civil Engineers, dated May 13, 1912, as approved by the Court, filed in the Land Registration Office as Plan No. 3811^A, a copy of a portion of which is filed with Certificate of Title No. 4596.

Third Registered Parcel

That certain parcel of land situated in said Boston, bounded and described as follows:

NORTHWESTERLY	by the southeasterly line of Boylston Street, 72.23 feet;
NORTHEASTERLY	by land now or formerly of Julius F. Fassett, the line in part running through the middle of a 12" brick party wall, 125 feet;
SOUTHEASTERLY	by land of New England Mutual Life Insurance Company, 72.23 feet; and
SOUTHWESTERLY	by land now or formerly of Andrew D. Maclachlin, the line in part running through the middle of a 12" brick party wall, 125 feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 32268^A which is filed with Certificate of Title No. 72280.

For title to the second and third registered parcels, see Certificate of Title No. 73005 in Registration Book 361 at Page 5.

Description of Eastern Component Site

That certain parcel of land on the south side of Boylston Street, the west side of Berkeley Street and the north side of St. James Avenue in Boston, Suffolk County, Massachusetts, along with all buildings and other improvements thereon, shown as Lot B on the plan of land entitled "500 Boylston Street Subdivision Plan of Land in Boston, MA, Suffolk County" dated 21 January 1986, revised 27 February 1986, by Survey Engineers of Boston and recorded with Suffolk Deeds at the end of Book 12397, which parcel is bounded and described according to the plan as follows:

Beginning at the northeast corner of the premises at the southwesterly corner of the intersection of Berkeley and Boylston Streets; thence running

SOUTH 20°15'51" EAST by Berkeley Street, 249.96 feet to the northwest corner of the intersection of Berkeley Street and St. James Avenue; thence

SOUTH 69°44'51" WEST by St. James Avenue, 225.73 feet; thence

NORTH 20°15'00" WEST by land formerly of the Mill Dam Trust and of New England Mutual Life Insurance Company, 249.97 feet to Boylston Street; thence

NORTH 69°45'00" EAST by Boylston Street, 225.67 feet to the point of beginning.

Containing, according to the plan, 56,415 square feet of land, more or less.

Included within the above-described parcel is a parcel of registered land bounded and described as follows:

That certain parcel of land situated in said Boston, bounded and described as follows:

NORTHERLY	by the southerly line of Boylston Street, 20.70 feet;
EASTERLY	by land formerly of the Mill Dam Trust, 125 feet;
SOUTHERLY	by land of New England Mutual Life Insurance Company, 20.70 feet; and

WESTERLY by land formerly of the Mill Dam Trust, 125 feet.

This registered parcel is shown on a plan drawn by Survey Engineers of Boston and filed with the Engineering Office of the Land Court in Boston, Massachusetts as Plan No. 2025B, being a subdivision of the land described in Certificate of Title No. 94648 in Suffolk Registration Book 469, Page 48.

Planned Development Area No. 17

Permitted Uses

Allowed Under Existing Code:

1. Day care center.
2. Private Club (including quarters of fraternal organizations), operated for members only.
3. Store primarily serving the retail business needs of the residents of the neighborhood.
4. Department store, furniture store, general merchandise store, or other store serving the general retail business needs of a major part of the city, including accessory storage.
5. Lunch room, restaurant, cafeteria or other place for the service of sale of food or drink for on-premises consumption.
6. Place for sale and consumption of food and beverages, or a provision of food or entertainment or both.
7. Office of accountants, architect, attorney, dentist, physician or other health profession.
8. Clinic for access to a day care.
9. Real estate office in connection with real estate.
10. Office building, shop, office, bank or other business.
11. Retail shop, repair shop, shoe repair shop, service laundry, garment and delivery service of laundry or dry cleaning, or similar use.
12. Tailor shop and laundry, dry-cleaning shop.

EXHIBIT II

AMENDED AND RESTATED
DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 17

Permitted Uses

Allowed Under Zoning Code:

- 17 Day care center.
- 30 Private Club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the retail business needs of the residents of the neighborhood.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption.
- 38 Place for sale and consumption of food and beverages . . . providing dancing or entertainment or both.
- 39 Office of accountant, architect, attorney, dentist, physical or other professional person.
- 39A Clinic not accessory to a main use.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank or similar establishment.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry cleaner, or similar use.
- 44 Tailor shop; hand laundry; dry-cleaning shop.

- 46 Caterer's establishment; photographer's studio
 . . . radio and television shop.
- 48 Research laboratory; radio or television studio.
- 85 As an accessory use, any use ancillary to, and
 ordinarily incident to, a lawful main use.
- (and all other uses allowed from time to time in a
 B-8 zoning district)

Conditional Under Zoning Code:

- 18 Trade, professional and other school.
- 34 Store primarily serving the retail business needs
 of the residents of the neighborhood, where
 merchandise is sold or displayed out of doors on
 the premises.
- 35 Department store, furniture store, general
 merchandise mart, or other store serving the
 general retail business needs of a major part of
 the city, including accessory storage, where
 merchandise is sold or displayed out of doors on
 the premises.
- 36A Sale over the counter . . . of on-premises prepared
 food or drink for off-premises consumption or for
 on-premises consumption if, as so sold, such food
 or drink is ready for take-out.
- 50 Drive-in bank, restaurant, or cafeteria or other
 place for the service or sale of on-premises or
 off-premises consumption, providing off-street
 parking facilities for its customers while doing
 business on the premises.
- 59 Parking garage.
- 60 Car wash.
- 61 Rental agency storing, servicing, and/or washing
 rental motor vehicles and trailers.
- 68 Repair of various products, including, without
 limitation:
- Cameras or other photographic equipment; electronic
 components and supplies; leather products,
 including shoes, machine belting, and the like;
 optical equipment, clocks, or similar precision
 instruments.

- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district.
- 72 As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.

List of Plans prepared by

John James Architects with Philip Johnson

Plan No.	Title	Date
A-3.03	Site/Ground Floor Plan	4/15/57
A-3.05	Ground Floor Plan	4/15/57
A-3.06	Floor 4 Plan	4/15/57
A-3.08	Floors 10-15 Plan and Core	4/22/57
A-4.01	Boylston Street Elevation	4/15/57
A-4.02	Clarendon Street Elevation	4/15/57
A-4.03	St. James Avenue Elevation	4/12/56

EXHIBIT III-A
to
AMENDED AND RESTATED
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for
PLANNED DEVELOPMENT AREA NO. 17

List of Plans prepared by
John Burgee Architects with Philip Johnson

<u>Plan No.</u>	<u>Title</u>	<u>Date</u>
A-2.03	Site/Ground Floor Plan	9/15/87
A-2.05	Ground Floor Plan	9/15/87
A-3.08	Floor 3 Plan	9/15/87
A-3.15A	Floors 10-18 Plan and Core	6/22/87
A-4.01	Boylston Street Elevation	9/15/87
A-4.02	Clarendon Street Elevations	9/15/87
A-4.03	St. James Avenue Elevation	9/12/86
A-1	Initial Floor Plan	11/20/87
A-2	Floors 1-3, 7-11	11/20/87
A-3	Floors 12, 13-15, 17	11/20/87
A-4	Section	11/20/87
A-5	Section	11/20/87
A-6	Section	11/20/87
A-7	Section	11/20/87
A-8	Section	11/20/87
A-9	Section	11/20/87
A-10	Section	11/20/87
A-11	Section	11/20/87
A-12	Section	11/20/87
A-13	Section	11/20/87
A-14	Section	11/20/87
A-15	Section	11/20/87
A-16	Section	11/20/87
A-17	Section	11/20/87
A-18	Section	11/20/87
A-19	Section	11/20/87
A-20	Section	11/20/87

EXHIBIT III-B
to
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List of Plans prepared by
Robert A.M. Stern Architects

<u>Plan No.</u>	<u>Title</u>	<u>Date</u>
A-1	Location Plan	11/20/87
A-2	Roof Plan	11/20/87, Rev. 1/18/88
A-3	Site Plan	11/20/87
A-4	Boylston St. Context Elev.	11/20/87
A-5	Berkeley St. Context Elev.	11/20/87
A-6	St. James Ave. Context Elev.	11/20/87
A-7	Clarendon St. Context Elev.	11/20/87
A-8	Boylston St. Elev.	11/20/87, Rev. 1/20/88
A-9	Berkeley St. Elev.	11/20/87, Rev. 1/20/88
A-10	St. James Ave. Elev.	11/20/87, Rev. 1/20/88
A-11	Clarendon St. Elev.	11/20/87, Rev. 1/20/88
A-12	Ground Floor Plan	11/20/87, Rev. 1/14/88
A-13	Second Floor Plan	11/20/87
A-14	Floors 3-5, 7-17	11/20/87
A-15	Floors 19, 20-21, 22	11/20/87
A-16	Section	11/20/87
A-17	Section	11/20/87
A-18	Parking P-1	11/20/87
A-19	Parking P-2	11/20/87
A-20	Parking P-3	11/20/87

EXHIBIT IV
to
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Western Component Floor Area Ratio Calculations

<u>Floor</u>	<u>Total Floor Area</u>	<u>Deductions</u>	<u>Gross Floor Area</u>
1	51,613.71	553.75	51,059.96
2	46,747.89	1,534.77	45,213.12
3	55,149.74	9,455.26	45,694.48
4	49,959.59	2,535.81	47,423.78
5	55,149.74	2,157.15	52,992.59
6	55,572.18	2,888.77	52,683.41
7	22,183.85	1,503.77	20,680.08
8	22,183.85	1,711.99	20,471.86
9	22,183.85	1,406.78	20,777.07
10	22,183.85	1,145.01	21,038.84
11	22,183.85	1,146.56	21,037.29
12	22,183.85	1,146.56	21,037.29
13	22,183.85	1,148.89	21,034.96
14	22,183.85	1,148.89	21,034.96
15	22,183.85	1,150.84	21,033.01
16	22,183.85	1,150.84	21,033.01
17	22,183.85	1,151.23	21,032.62
18	22,183.85	1,151.23	21,032.62
19	22,183.85	1,153.26	21,030.59
20	22,183.85	1,437.21	20,746.64
21	22,183.85	801.34	21,382.51
22	22,183.85	801.34	21,382.51
23	22,183.85	801.34	21,382.51
24	22,183.85	801.34	21,382.51
25	22,183.85	880.10	21,303.75
Pent.	840.00	840.00	0.00
TOTAL	736,526.00	41,604.03	694,921.97

$$\text{Lot Area} = 80,581 \quad \text{FAR} = \frac{694,921.97}{80,581} = 8.623 \text{ (round up to 8.65)}$$

EXHIBIT IV (Continued)

Eastern Component Floor Area Ratio Calculations

<u>Floor</u>	<u>Total Floor Area</u>	<u>Deductions</u>	<u>Gross Floor Area</u>
LL-3	0.00	0.00	0.00
LL-2	0.00	0.00	0.00
LL-1	0.00	0.00	0.00
Ground	46,520.27	308	46,212.27
2	46,243.12	7,623.42	38,619.70
3	41,001.86	1,735.91	39,265.95
4	40,800.74	1,484.39	39,316.35
5	40,800.74	1,484.39	39,316.35
6	37,709.59	1,484.39	36,225.20
7			
Trans.	18,834.00	1,457.57	17,376.43
8	18,834.00	1,444.26	17,389.74
9	18,834.00	1,820.61	17,013.39
10	18,834.00	1,218.73	17,615.27
11	18,834.00	1,215.76	17,618.24
12	18,834.00	1,215.76	17,618.24
13	18,834.00	1,215.76	17,618.24
14	18,834.00	1,215.76	17,618.24
15	18,834.00	1,215.76	17,618.24
16	18,834.00	1,215.76	17,618.24
17	18,834.00	1,215.76	17,618.24
18	18,159.00	1,224.17	16,934.83
19	16,744.00	1,239.05	15,504.95
20	13,828.00	776.29	13,051.71
21	13,828.00	837.55	12,990.45
22	13,320.00	862.68	12,457.32
23	3,579.55	3,579.55	0.00
24	<u>830.43</u>	<u>830.43</u>	<u>0.00</u>
TOTAL	540,539.30	37,921.71	502,617.59

$$\text{Lot Area} = 56,415 \quad \text{FAR} = \frac{502,617.59}{56,417} = 8.91 \text{ (round up to 9.0)}$$

EXHIBIT IV (Continued)

Project Floor Area Ratio Calculations

Western Component:

	<u>Total Floor Area</u>	<u>Deductions</u>	<u>Gross Floor Area</u>
TOTAL	736,526.00	41,604.03	694,921.97

Eastern Component:

	<u>Total Floor Area</u>	<u>Deductions</u>	<u>Gross Floor Area</u>
TOTAL	712,571.30	209,953.71	502,617.59

$$\text{Lot Area} = 137,074 \quad \text{FAR} = \frac{1,197,539.56}{137,074} = 8.74 \text{ (round up to 8.75)}$$

MEMORANDUM

APRIL 21, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ACTING ASSISTANT DIRECTOR
OF URBAN DESIGN AND DEVELOPMENT
CINDY SCHLESSINGER, PROJECT MANAGER

SUBJECT: AMENDED AND RESTATED DEVELOPMENT PLAN AND DEVELOPMENT
IMPACT PROJECT PLAN FOR PLANNED DEVELOPMENT AREA NO.17
BOUNDED BY BOYLSTON, CLARENDON AND BERKELEY STREETS AND
ST. JAMES AVENUE

EXECUTIVE

SUMMARY: This memorandum requests approval of the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 bounded by Boylston, Clarendon and Berkeley Streets and St. James Avenue which reflects a redesign of the Eastern Component of the project.

On March 28, 1985, the Boston Redevelopment Authority approved a Development Plan and Development Impact Project Plan for Planned Development Area No. 17 including the city block bounded by Berkeley, Boylston and Clarendon Streets and St. James Avenue in the Back Bay area of Boston (the "Original PDA/DIP Plan"). The Original PDA/DIP Plan contemplated construction of a 1,300,000 square foot, pink granite, 25-story, twin-tower complex rising from a six-story low-rise base covering the entire block except for two circular courtyards fronting on Boylston Street.

The developer is a joint venture comprised of designees of the New England Mutual Life Insurance Company and Gerald D. Hines Interests, Inc. (the "Joint Venture").

After continued design review by staff and a community review process resulting in over 40 meetings with the St. James Avenue Garage Civic Advisory Committee (the "CAC"), the developer agreed to reconsider the design of the eastern portion of the project (the "Eastern Component") and to reduce the size of the Eastern Component by 100,000 gross square feet.

The April 15, 1986 Amended and Restated Sale and Construction Agreement between the Joint Venture, the City and the Authority included a provision for the Director of the Authority to establish a five member advisory panel (the "Design Advisory Panel" or "DAP") to suggest revised design criteria for the Eastern Component and to make recommendations to the Developer and the Authority regarding the Eastern Component.

KC16/O

The Design Advisory Panel comprised of representatives of the Back Bay Association, the Back Bay Architectural Commission, the Neighborhood Association of the Back Bay, the Boston Society of Architects and Trinity Church convened on April 12, 1987 and has been meeting with representatives of the Joint Venture on a regular basis to review the proposed redesign of the Eastern Component by Robert A.M. Stern Architects and Jung/Brannen Associates, Inc.

The revised design of the Eastern Component includes a 22-story, 505,000 square feet, red brick tower rising from a six story base fronting on Berkeley Street. The gross floor area of the entire project will not exceed 1,200,000 square feet (100,000 square feet less than originally planned), approximately 695,000 square feet in the Western Component and approximately 505,000 square feet in the Eastern Component. Approximately 1,100,000 square feet will be used for office space and 100,000 for retail space. The FAR for the entire project will not exceed 8.75.

Parking for approximately 1000 vehicles will be located below-grade. A minimum of 625 spaces will be available for public parking and six loading bays are provided.

The project also provides numerous public benefits. The two components are expected to generate 3,000 construction jobs and 5,000 permanent jobs. The linkage obligation for the Western Component is approximately \$2,975,000 and \$2,525,000 for the Eastern Component. In addition, the Joint Venture has contributed to the redesign and reconstruction of Copley Square, a study of the Back Bay water table, studies of measures to mitigate traffic in the Back Bay, and a study of the Boylston Street fishweir.

Attached are a series of recommended findings concluding that the Amended and Restated Development Plan for PDA NO. 17 conforms to the general plan for the City as a whole, is not injurious to the neighborhood or otherwise detrimental to the public welfare, and satisfies all other criteria for a Planned Development Area designation; and recommended votes authorizing the Director to petition the Zoning Commission for its approval of the Amended and Restated Development Plan for PDA No. 17 and to execute a First Amendment to the Cooperation Agreement and the Development Impact Project Agreement for PDA No. 17 and other agreements as necessary.

Memorandum
Planned Development
Area No. 17

-3-

It is recommended that the Boston Redevelopment Authority approve the attached Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 and authorize the Director to execute the First Amendment to the Cooperation Agreement and the First Amendment to the Development Impact Project Agreement for PDA No. 17 and other agreements as necessary.

An appropriate vote follows:

VOTED: That the Authority adopts the attached resolutions dated April 21, 1988, consisting of 13 pages including four votes, and entitled "Findings and votes of the Boston Redevelopment Authority regarding Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17, bounded by Boylston, Clarendon and Berkeley Streets and St. James Avenue, Boston Proper, including approval of said plans and authorization to amend various documents relating to Planned Development Area No. 17."

FINDINGS AND VOTES OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING AMENDED AND RESTATED DEVELOPMENT
PLAN AND DEVELOPMENT IMPACT PROJECT PLAN FOR
PLANNED DEVELOPMENT AREA NO. 17, BOUNDED BY
BOYLSTON, CLARENDON AND BERKELEY STREETS AND
ST. JAMES AVENUE, BOSTON PROPER, INCLUDING APPROVAL OF SAID
PLANS AND AUTHORIZATION TO AMEND VARIOUS DOCUMENTS RELATING
TO PLANNED DEVELOPMENT AREA NO. 17
APRIL 21, 1988

THE ORIGINAL PDA/DIP PLAN FOR PLAN DEVELOPMENT AREA NO. 17.

On March 28, 1985, the Boston Redevelopment Authority approved a Development Plan and Development Impact Project Plan for Planned Development Area no. 17 including the city block bounded by Berkeley, Boylston and Clarendon Streets and St. James Avenue in the Back Bay area of Boston (the "Original PDA/DIP Plan"). The Original PDA/DIP Plan contemplated construction of a 1,300,000 square foot twin-tower complex rising from a six-story low-rise base covering the entire block except for two circular courtyards fronting on Boylston Street. The project was to be developed by a joint venture comprised of designees of the New England Mutual Life Insurance Company and Gerald D. Hines Interests, Inc. (the "Joint Venture").

Representatives of the community and local residents and business, cultural and political leaders participated in forming the St. James Avenue Garage Civic Advisory Committee (the "CAC") to represent the interests and concerns of the Back Bay and adjoining South End communities. On June 8, 1983, the Authority and the CAC entered into a Contract to Insure Community Participation to create a continuous dialogue with the Joint Venture, the Authority and the CAC to ensure a project that would be responsive to public concerns. Prior to approval of the Original PDA/DIP Plan on March 28, 1985, the CAC held over 40 meetings concerning the project. The project was also the subject of over 20 public hearings held by the Authority and other agencies of the City and the Commonwealth.

ONGOING DESIGN REVIEW OF THE EASTERN COMPONENT UNDER DAP

In late 1985, the Joint Venture agreed to initiate a reconsideration of the design of the eastern portion of the project to be constructed on land adjacent to Berkeley Street (the "Eastern Component") in order to respond to the concerns expressed by members of the Back Bay community. The Joint Venture also agreed at that time to move the above-grade portion of the western portion of the project to be constructed on land adjacent to Clarendon Street (the "Western Component") approximately 15 feet eastward along Boylston Street resulting in a building setback of 30 feet from Clarendon Street. These agreements were codified in the April 15, 1986 Amended and Restated Sale and Construction Agreement among the Joint Venture, the City and the Authority pursuant to which the Joint Venture agreed to institute a process to reconsider the design of the Eastern Component in conjunction with a design advisory panel (the "DAP") to be established by the Authority.

The DAP, comprised of representatives of the Back Bay Association, the Back Bay Architectural Commission, the Neighborhood Association of the Back Bay, the Boston Society of Architects and Trinity Church, convened on April 12, 1987 and has been meeting with representatives of the Joint Venture on a regular basis since that time to review the proposed redesign of the Eastern Component by Robert A.M. Stern Architects and Jung/Brannen Associates, Inc.

The Joint Venture agreed to numerous changes in the project design prior to the approval on March 28, 1985 of the Original PDA/DIP Plan, including reduction of the height of the tower components, increasing the separation between the tower components, increasing setbacks of the project from Boylston Street, St. James Avenue, Berkeley Street and Clarendon Street, and reducing floor area ratio. In addition, the Joint Venture subsequently moved the Western Component 15 feet further from Clarendon

UDD1/N/042088/2

Street, reducing further the gross floor area of the project from 1,300,000 square feet to 1,200,000 square feet, and, most significantly, redesigning the Eastern Component in conjunction with the DAP.

AMENDED AND RESTATED PDA/DIP PLAN

The Applicant has submitted an Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17, bounded by Boylston Street, Berkeley Street, St. James Avenue and Clarendon Street, Boston Proper, which was presented at a public hearing duly held at the offices of the Authority on April 21, 1988 (the "Amended and Restated PDA/DIP Plan"). The project, as proposed by the Amended and Restated PDA/DIP Plan, is comprised of the following elements: the Western Component designed by John Burgee Architects with Philip Johnson and consisting of a 25-story rose granite office structure rising from a six-story base fronting on Boylston Street; and the Eastern Component designed by Robert A.M. Stern Architects and Jung/Brannen Associates, Inc. consisting of a 22-story red brick office structure rising from a six-story base fronting on Berkeley Street. The gross floor area of the entire project will not exceed 1,200,000 square feet, approximately 695,000 square feet included in the Western Component and approximately 505,000 square feet included in the Eastern Component. Approximately 1,100,000 square feet of space in the project will be devoted to office and related uses with approximately 100,000 square feet (65,000 in the Western Component and 35,000 in the Eastern Component) devoted to retail and commercial uses. The floor area ratio for the entire project will not exceed 8.75 with the floor area ratios of the Western and Eastern Components not exceeding 8.65 and 9.0, respectively.

Each of the Components will include numerous public amenities. The Western Component includes an exterior circular courtyard opening onto Boylston Street. The Eastern Component will feature an interior courtyard or winter garden on the second floor level, set in a five-story atrium roofed by a glass skylight at the top of the low-rise base structure. Sidewalk trees, fountains and pedestrian walkways will also be located on the project site. The Western and Eastern Components will be joined by a pedestrian arcade which will encourage pedestrian circulation throughout the entire project.

Parking for approximately 1,000 vehicles will be located on three below-grade levels. However, if the Joint Venture obtains the necessary approvals of governmental authorities for the increased spaces, parking for approximately 1,270 vehicles will be provided. In either case, a minimum of 625 spaces will be available for public parking. Six loading bays are provided.

Vehicular access to and from the project is provided by the four adjoining streets. Access to the below grade parking garage will be from both Clarendon Street and St. James Avenue, with egress to St. James Avenue only. Loading bays will be services from St. James Avenue. Pedestrian access is provided through the principal entrances on Boylston Street, for the Western Component, and Berkeley Street, for the Eastern Component. Interior pedestrian ways and arcades connect the two components and also provide access directly from the surrounding streets.

The project site is served by the MBTA Green Line at Copley Square and Arlington Street and the Orange Line at the new Back Bay Station. Commuter rail service is also provided through the Back Bay Station. Several MBTA bus routes as well as private commuter bus lines service the immediate area.

It is anticipated that the Western Component will generate approximately 1,600 construction-related jobs and 3,000 permanent jobs for office and commercial workers, and that the Eastern Component will generate approximately 1,400 construction-related jobs and 2,000 permanent jobs.

The Authority staff has reviewed the plans for the Western and Eastern Components. The scale, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the Back Bay area, and that the two Components, though different in design, complement each other.

FINDING WITH RESPECT TO CONFORMITY WITH
THE GENERAL PLAN FOR THE CITY AS A WHOLE

Sections 3-1A and 26-3 of the Boston Zoning Code provide that no development plan shall be approved by the Authority unless the Authority finds that such plan "conforms to the general plan for the city as a whole." The Supreme Judicial Court in a decision concerning this project, rendered in July 1987 in the case entitled Robert Manning, et al. v. Boston Redevelopment Authority, et al, established that the requirement of conformity with the general plan, in the absence of a formal master plan, "is met by conformity with an informal plan evidenced by precedents of development and extant zoning ordinances and concepts."

The most recent general plan for the City of Boston was prepared for the period 1965 to 1975 and adopted by the Authority as the official master plan for the City for that decade (the "1965-1975 General Plan"). The plan proposed focusing major development along a linear spine from Government Center to South Station and through the Back Bay to Kenmore Square. The 1965-1975 General Plan drew heavily on the "high spine concept", a principle recognized in planning for the City since the early 1960's. To the extent that elements of the 1965-1975 General Plan survive, they are included in the

most recent statement of a plan for the project area, the Authority's Interim Boylston Street Zoning Report, issued in March of 1985. That report gave rise to the most current zoning changes for the Boylston Street area which specifically contemplate the construction of the project as a Planned Development Area.

The Boston Redevelopment Authority does, therefore, find that the Amended and Restated PDA/DIP Plan conforms to the general plan for the City of Boston, as a whole.

FINDING THAT NOTHING IN THE PLAN WILL BE INJURIOUS TO THE
NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE

Sections 3-1A and 26-3 of the Boston Zoning Code require that the Authority also find that "nothing in such Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare." The Supreme Judicial Court, in the Manning case, held with respect to the original PDA/DIP Plan, that the foregoing language of the Code calls for a balancing of the benefits and detriments of a proposed PDA to the neighborhood.

The project will provide significant economic benefits to the City while remaining consistent with the development guidelines established through the review process discussed above. The combined payment to the City for land, including the St. James Avenue Garage site and discontinued street areas, resulted in a \$7,766,400 payment to the City in June of 1985. The project will increase by a factor of ten the tax revenues to the City from the site. It will generate over 3,000 construction jobs and over 5,000 new permanent jobs. The project provides space for expansion of the home office for New England Life Mutual Life Insurance Company and will enable the Company to consolidate some of its operations within the City and forestall any move of those operations from the City. The project will also generate approximately

\$5,500,000 in Development Impact Project Exaction payments for the development of low and moderate income housing in the City. In addition to the economic benefits to the City in general, the Joint Venture has agreed to fund or partially fund certain public benefits of particular interest to residents of the Back Bay including the redesign and reconstruction of Copley Square, a study of the Back Bay water table, studies of measures to mitigate traffic in the Back Bay and a study of the Boylston Street fishweir.

In addition to the economic benefits discussed above, the project will generate other benefits for the City and, more specifically, for the residents of the Back Bay. As discussed above, the project will provide new landscaped interior and exterior pedestrian plazas, retail/commercial establishments, and first-class office space. The proposed parking garage will replace the 625-space St. James Avenue Garage (which has been razed in connection with construction of the project) with new, safe, below-grade facilities including 625 public parking spaces.

The Joint Venture filed an Environmental Notification Form ("ENF") and draft and final Environmental Impact Reports ("EIR") with the Massachusetts Executive Office of Environmental Affairs ("EOEA") on May 31, 1984, October 15, 1984 and February 15, 1985, respectively. On April 4, 1985, the Secretary of EOEA issued a certificate indicating that the Final EIR complied with MEPA. On December 30, 1987, the Secretary of EOEA issued a letter to the Joint Venture indicating that no further environmental studies would be required because of the changes to the Eastern Component.

The ENF also committed the Joint Venture to complete an environmental impact study ("EIS") for the Boston Redevelopment Authority. A draft and final EIS were submitted to the Authority on October 13, 1984 and February 1, 1985, respectively. On November 25, 1987, additional studies

were submitted by the Joint Venture to the Authority to show changes in the wind, shadow and traffic impacts of the project caused by the redesign of the Eastern Component.

The Joint Venture has submitted a Transportation Management Plan to the Authority and the Boston Transportation Department and has participated in discussions with the Transportation Department and representatives of interest groups in the Back Bay regarding such plan. Areas addressed in the Transportation Management Plan and those discussions have included short term traffic mitigation measures designed to direct traffic away from neighborhood residential streets and to encourage alternative routes to major commuting arteries which avoid neighborhood streets; institution of demand reduction measures directed at the tenant population of the Project and at the larger Back Bay community; and structuring a parking management program which, in addition to procedures insuring efficient operation of the garage, also includes components relating to demand reduction.

The Joint Venture has participated with the Transportation Department and others in assisting the scoping effort for the Back Bay Transportation Study and it is prepared to continue in a spirit of cooperation with all participants to assure that the transportation needs of Back Bay residents, employees, and businesses are met in a satisfactory way. The mitigation measures to which the Joint Venture is committed include the operation of a computer-based ride sharing information bank for the Project and extending to the entire Back Bay community; maintenance of a "T-Pass" sales office; promotion of the use of flex-time and car pooling to potential tenants through tenant newsletters and other business and community publications; staffing the promotion, coordination and operation of the various components of the Transportation Management Plan program at the level of assistant property

manager for the Project; encouraging car and van pools and flex time through various elements of the parking management plan including reserved parking spaces and favorable rate structuring.

Based on the draft and final EIS, additional environmental studies prepared by the Joint Venture to examine changes resulting from the redesign of the Eastern Component and the Transportation Management Plan submitted by the Joint Venture, the Authority is satisfied that measures to mitigate possible environmental damage have been considered, and, implemented in appropriate cases by the Joint Venture and that all potential adverse environmental effects will be minimized.

Based on the foregoing considerations, the Boston Redevelopment Authority finds that the Amended and Restated PDA/DIP Plan, upon application of the test of balancing the benefits and detriments of the proposed project to the neighborhood, contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare.

ADDITIONAL FINDINGS AND CONCLUSIONS

The development parcel is in a B-8-D zoning district. Exceptions from provisions of the Boston Zoning Code have already been granted by the Board of Appeal for the Western Component based upon the Original PDA/DIP Plan. Exceptions from the Zoning Code will be required for the redesigned Eastern Component for a proposed floor area ratio of 9.0, for deviations from the rear yard, setback of parapet and off-street loading requirements, and for the conditional uses listed in Exhibit II of the Amended and Restated PDA/DIP Plan.

The Authority has reviewed the Amended PDA/DIP Plan, EIR's, EIS's, Schematic Design submissions and other materials prepared by the Joint Venture. Authority staff has also been involved in the review process since November, 1982 and has seen the introduction of numerous project changes in response to concerns of the City, State and community groups. The Western Component has been reviewed and the Eastern Component will continue to be reviewed by the Authority staff to assure consistency with the Amended and Restated PDA/DIP Plan. The Authority has also reviewed the proposed amendments to the Cooperation Agreement, the Development Impact Project Agreement and other documents required because of the modifications to the Eastern Component (the "Amended Documents").

The Authority gave due and proper notice of a public hearing to be held in the Board Room of the Authority on April 21, 1988, to consider the Amended and Restated PDA/DIP Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the hearing. The Authority heard extensive testimony from a number of witnesses and considered documentary evidence submitted by the Applicant. The Authority closed the public hearing and its public record on this Application on April 21, 1988.

Based on all the evidence, the Boston Redevelopment Authority finds and concludes that the project as proposed by the Amended and Restated PDA/DIP Plan is important to the continued vitality of the Back Bay area; that its design is in harmony with the design philosophy and history of the area, with elements of scale, open space and materials coordinated to relate to those of the neighborhood; and that the project will aid the City financially by generating jobs and by providing increased real estate tax revenues and a source of linkage funds.

Based on all the evidence, the Boston Redevelopment Authority further finds and concludes that the project as proposed by the Amended and Restated PDA/DIP Plan "conforms to the general plan for the City as a whole" within the meaning of the requirements of Sections 3-1A and 26-3; that, weighing the public benefits against the detriments of the project, the project as proposed by the Amended and Restated PDA/DIP Plan is not "injurious to the neighborhood or otherwise detrimental to the public welfare" within the meaning of Sections 3-1A and 26-3 of the Boston Zoning Code; and that the Amended and Restated PDA/DIP Plan satisfies all other criteria and specifications for a Planned Development Area designation under, and otherwise complies with, Sections 3-1A and 26-3 of the Boston Zoning Code;

THEREFORE, the Boston Redevelopment Authority adopts the following votes:

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the said "Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17." Said Plan is embodied in a written document of the aforesaid title dated April 21, 1988 and in a series of drawings listed in Exhibits III-A and III-B of said document. Said document and drawings shall be on file in the office of the Director of Zoning of the Authority.

Further

VOTED: That the form and substance of the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 and the procedures employed in reviewing and approving such Plan conform with the requirements of the Boston Zoning Code as applied to a development plan for a planned development area under Section 3-1A of the Code and a development impact project plan under Section 26-3 of the Code.

VOTED: That the Authority hereby authorizes the Director (a) to petition the Zoning Commission of the City of Boston for its approval of the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17; (b) to execute in the name and on behalf of the Authority (1) an amendment to the Cooperation Agreement with the owner or developer of said Planned Development Area

concerning the carrying out of said development in accordance with the Amended Plan, (2) an amendment to the Development Impact Project Agreement with the owner or developer of said Planned Development Area concerning the Development Impact Project Exaction in accordance with the Amended Plan, (3) an estoppel certificate and agreement with respect to the provisions of the Amended and Restated Sale and Construction Agreement consistent with the Amended Plan, (4) an amendment of the Parking Management Plan, (5) any other agreements as deemed necessary and appropriate by the Director to implement the project; (c) to certify, in the name and on behalf of the Authority, that plans submitted to the Building Commissioner in connection with said Amended Plan are in conformity with said Plan, have been subjected to the Authority's development review procedures, and shall continue to undergo design and environmental review by the Authority, and that the developer has entered into an agreement with the Authority to be responsible for a Development Impact Project Exaction.

Further

VOTED: That in reference to petition(s) to be brought by the Joint Venture of New England Mutual Life Insurance Company and Gerald D. Hines Interest, Inc. for exceptions as listed in the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Zoning Commission will have approved the Amended and Restated Development Plan for Planned Development Area No. 17, that the developer will have executed an Amendment to the Development Impact Project Agreement for Planned Development Area No. 17, and that any additional design development and final working drawings, specifications and change orders be submitted to the Authority for design review approval to ensure that the same are consistent with drawings previously approved by the Authority and with said Amended Plan; and the Authority hereby authorizes the Director to certify to the Board of Appeal that the exceptions requested are in conformity with said Amended Plan.

FIVE HUNDRED BOYLSTON WEST AND EAST

APRIL 21, 1988

Fact Sheet and Map

Development Proposal:

The project (the "Project") is comprised of two components referred to herein as the "Western Component" and the "Eastern Component". The Western Component consists of a 25-story office structure rising from a six-story low-rise base and the Eastern Component consists of a 22-story office structure rising from a six-story low-rise base. The low-rise base structures of the Western and Eastern Components are partially separated by a party wall and contain pedestrian arcades connecting the two Components. The Western Component will contain approximately 695,000 square feet of gross floor area and the Eastern Component will contain approximately 505,000 square feet of gross floor area, resulting in a total gross floor area for the Project of approximately 1,200,000 square feet. Approximately 65,000 square feet of retail/commercial space will occupy the ground and second stories of the Western Component and approximately 35,000 square feet of retail/commercial space will occupy the ground and second stories of the Eastern Component. The balance of the space in the Western and Eastern Components will be used for office purposes. Both Components will provide large courtyards open to the public: the Western Component will feature an exterior courtyard fronting on Boylston Street whereas the Eastern Component will feature an interior courtyard on the second level which will be roofed by a glass skylight at the top of the low-rise base structure. Parking for approximately 1,000 vehicles will be provided on three below-grade levels of the Project. In the event that the developer obtains all governmental approvals necessary to increase the number of parking spaces in the Project, parking for approximately 1,270 vehicles will be provided on three below-grade levels. In either case, a minimum of 625 public parking spaces will be provided.

Developer:

The developer of both Western and Eastern Components is a joint venture of designees of New England Mutual Life Insurance Company and Gerald D. Hines Interests, Inc. The owner of the Western Component is Five Hundred Boylston West Venture, a joint venture formed pursuant to the partnership

laws of Massachusetts by designees of New England Mutual Life Insurance Company, Gerald D. Hines Interests, Inc. and Dutch Institutional Holding Company, Inc.

Architect: The architect for the Western Component is John Burgee Architects with Philip Johnson, New York, New York, and such associate architects as may be designated by the developer of the Western Component. The architects for the Eastern Component are Robert A.M. Stern Architects and Jung/Brannen Associates, Inc. and such associate architects as may be designated by the developer of the Eastern Component.

Site: The entire Project site (including the sites of the Western and Eastern Components) is bounded by Berkeley, Boylston and Clarendon Streets and St. James Avenue, and contains 137,074 square feet, more or less, together with the fee title to the center lines of Berkeley Street, St. James Avenue and Clarendon Street, the discontinued portions of which are to be occupied by the foundation and possibly underground structure of the development.

Estimated Project Cost:

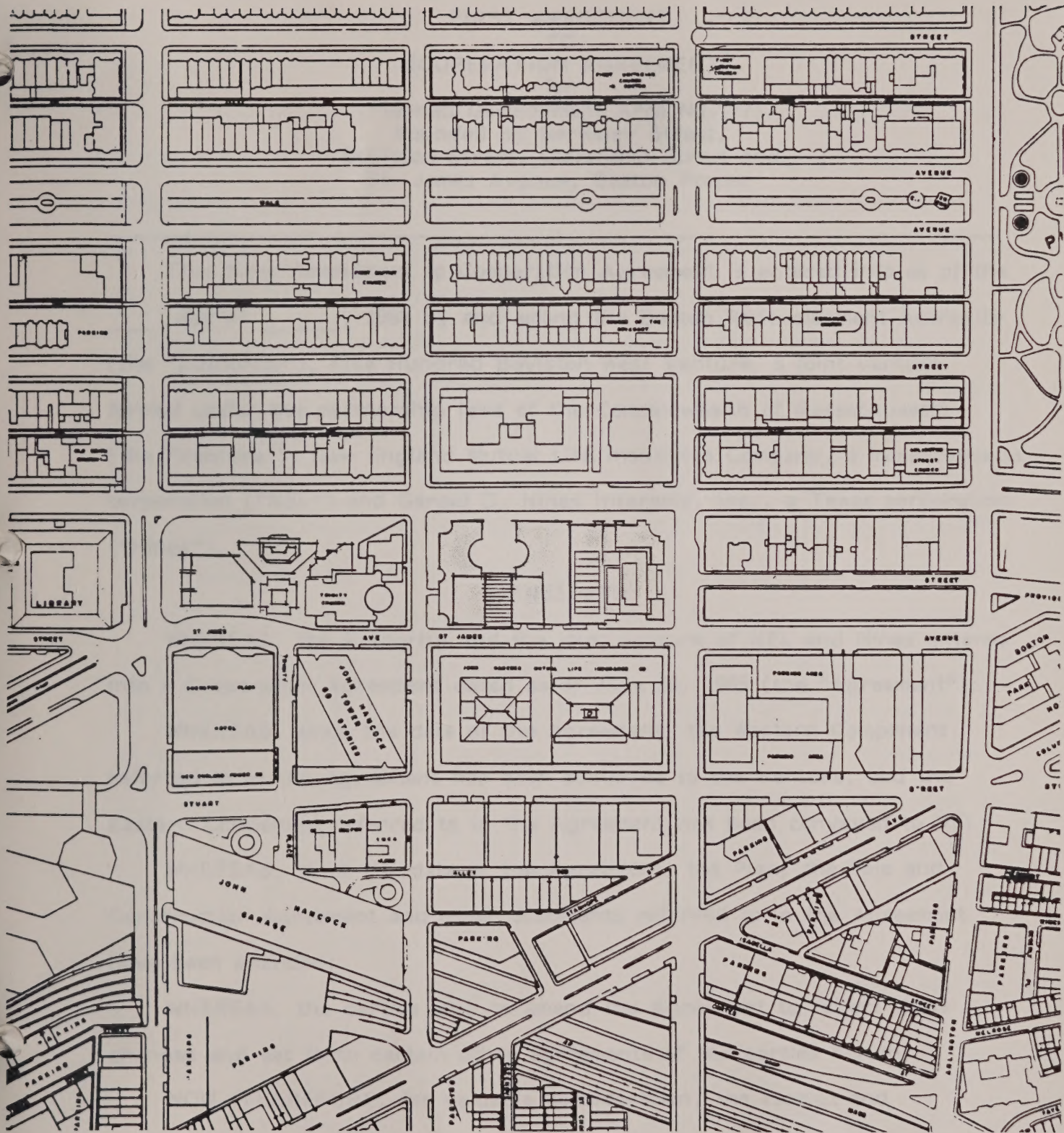
Western Component:	\$170,000.00
Eastern Component:	\$150,000.00

Existing Zoning: The Project is in a B-8-D district and in a restricted parking district.

Zoning Exceptions: Zoning exceptions are required with respect to each Component for floor area ratio, parapet setback, and loading requirements of the Boston Zoning Code and to permit certain uses listed as conditional in the Code, and exceptions are required with respect to the Eastern Component from the rear yard and loading bay location requirements of the Code, all as more fully set forth in the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 dated April 21, 1988. Such exceptions were obtained on August 26, 1985 with respect to the Western Component and will be obtained following approval of the Amended and Restated Development Plan and Development Impact Project Plan by the Boston Redevelopment Authority and the Boston Zoning Commission with respect to the Eastern Component.

LOCATION PLAN

Five Hundred Boylston West and East



Location Map

222 Berkeley Street

Scale 1:100



FIRST AMENDMENT
TO
COOPERATION AGREEMENT
for
Planned Development Area No. 17
Bounded by Berkeley Street,
Boylston Street, Clarendon Street and
St. James Avenue, Boston Proper

This First Amendment to Cooperation Agreement is entered into as of the _____ day of _____, 1988 by and among the Boston Redevelopment Authority (the "Authority"), Five Hundred Boylston West Venture, a joint venture formed under the partnership laws of the Commonwealth of Massachusetts (the "Venture"), New England Mutual Life Insurance Company, a Massachusetts corporation ("NEL") and Gerald D. Hines Interests, Inc., a Texas corporation ("Hines").

WITNESSETH:

WHEREAS, the Authority and the joint venture of NEL and Hines entered into a Cooperation Agreement dated as of June 28, 1985 (the "Agreement");

WHEREAS, since the date of the Agreement, the Western Component referred to in the Agreement has been conveyed to the Venture, and the Eastern Component referred to in the Agreement has been conveyed to NEL;

WHEREAS, since the date of the Agreement, the Plan, the Sale and Construction Agreement and other documents referred to in the Agreement have been amended;

WHEREAS, the parties wish to amend the Agreement to reflect these changes and set forth certain other agreements of the parties hereto;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Authority, the Venture, NEL and Hines hereby agree as follows:

1. All terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

2. All references in the Agreement to the "Plan" shall hereinafter refer to the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 approved by vote of the Authority on _____, 1988 after notice and public hearing at its meeting held on _____, 1988; all references in the Agreement to the "Architect" shall hereinafter refer to John Burgee Architects with Philip Johnson or such associate architects as the venture may designate with respect to the Western Component, and Robert A. M. Stern, Architects, and Jung/Brannen Associates, Inc. or such associate architects as NEL or Hines may designate with respect to the Eastern Component; all references in the Agreement to the "Applicant" shall hereinafter refer to the Venture with respect to the Western Component and NEL and Hines with respect to the Eastern Component, or in either case to their successors and assigns; all references in the Agreement to the "SCA" shall hereinafter refer to the Amended and Restated Sale and Construction Agreement dated as of April 15, 1986 by and among the City of Boston, the Authority, NEL and Hines as the same may be amended from time to time; all references in the Agreement to the "Design Review Process" shall hereinafter refer to the Design Review Process required by the Plan and the SCA to be observed by the parties.

3. Section 5 of the Agreement shall be deleted in its entirety and the following substituted therefor:

"The Authority acknowledges that the Applicant has satisfied all requirements of the Design Review Process with respect to the Western Component except with respect to Change Orders issued and implemented subsequent to approval by the Authority of

Drawings and Specifications as provided in Section 302.j of the SCA. The Authority further acknowledges that the submission of the Schematic Design Plans listed in Exhibit III-B to the Plan constitutes the first stage of submissions required by the Design Review Process with respect to the Eastern Component."

4. Section 8b of the Agreement shall be amended by adding the following at the end thereof:

"The Authority acknowledges payment by the Applicant of Thirty Thousand (\$30,000.00) Dollars towards such a study."

5. Section 16 of the Agreement shall be amended by adding the following at the end thereof:

"The Authority hereby acknowledges that the Applicant has agreed to fund a study of possible striping, signage and signal modifications in the Back Bay in an amount not to exceed \$75,000 which study, the Authority acknowledges, satisfies the requirement of this Section 16."

6. Except as amended hereby, the Agreement shall remain in full force and effect as of the date hereof.

EXECUTED as a sealed instrument as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY

By: Copley Real Estate Advisors, Inc.,
Asset Manager and Advisor,
Hereunto Duly Authorized

By: _____

GERALD D. HINES INTERESTS, INC.

By: _____

FIVE HUNDRED BOYLSTON WEST VENTURE

By: Boylston West 1986 Associates Limited
Partnership, Its Managing Partner

By: Gerald D. Hines Interests, Ltd., doing
business in Massachusetts as Gerald D.
Hines Interests, Limited Partnership,
Its General Partner

By: _____
Gerald D. Hines,
General Partner

FIRST AMENDMENT
TO
DEVELOPMENT IMPACT PROJECT AGREEMENT
FOR

Planned Development Area No. 17
Bounded by Berkeley Street,
Boylston Street, Clarendon Street and
St. James Avenue, Boston Proper

This First Amendment to Development Impact Project Agreement is entered into as of the ____ day of _____, 1988 by and among the BOSTON REDEVELOPMENT AUTHORITY ("BRA"), the NEIGHBORHOOD HOUSING TRUST (the "Trust"), FIVE HUNDRED BOYLSTON WEST VENTURE, a joint venture formed under the partnership laws of the Commonwealth of Massachusetts (the "Venture"), NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("NEL") and GERALD D. HINES INTERESTS, INC., a Texas corporation ("Hines").

WITNESSETH:

WHEREAS, the BRA on its own behalf and on behalf of the Trust and the joint venture of NEL and Hines entered into a certain Development Impact Project Agreement dated as of June 28, 1985 (the "Agreement");

WHEREAS, since the date of the Agreement, the Trust has been established;

WHEREAS, since the date of the Agreement, the Western Component as defined in the Agreement has been conveyed to the Venture and the Eastern Component as defined in the Agreement has been conveyed to NEL;

WHEREAS, Section 3 of the Agreement provides that if the Gross Floor Area as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect, for either or both Components differs from the schematic building area for such Component set forth in the Sale and Construction Agreement, the Agreement shall be amended to adjust the amount of the Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code;

WHEREAS, the Gross Floor Area for each of the Western and Eastern Components differs from the schematic building areas set forth in the Sale and Construction Agreement;

WHEREAS, the parties wish to amend the Agreement to reflect revised Gross Floor Areas for the Western and Eastern Components and to set forth certain other agreements of the parties hereto.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the BRA, the Trust, the Venture, NEL and Hines hereby agree as follows:

1. All terms used and not defined herein shall have the meanings ascribed to them in the Agreement.
2. All references in the Agreement to the "Sale and Construction Agreement" shall hereinafter refer to the Amended and Restated Sale and Construction Agreement dated as of April 15, 1986 by and among the City of Boston, the BRA, NEL and Hines, all references in the Agreement to the "PDA/DIP Plan" shall hereafter refer to the Amended and Restated Development Plan and Development Impact Project Plan for Planned Development Area No. 17 approved by the BRA on April 21, 1988 after notice and public hearing held on

April 21, 1988 and all references in the Agreement to the "Joint Venture" shall hereafter refer to the Venture with respect to the Western Component and NEL and Hines with respect to the Eastern Component, or in either case to their successors and assigns.

3. Section 3 of the Agreement shall be amended as follows:

- a. The first sentence thereof shall be deleted.
- b. The fifth, sixth and seventh sentences shall be deleted and the following substituted therefor:

"The Development Project Exaction for the Western Component, containing 694,921.97 square feet, shall be \$2,974,609.85. The Development Impact Project Exaction for the Eastern Component, containing approximately 505,000 square feet, shall be \$2,525,000. The parties acknowledge that the amount of the Development Impact Project Exaction stated above has been (i) finally determined for the Western Component based upon a certification by the Project Architect of the gross floor area as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code ("Gross Floor Area") of the Western Component, and (ii) estimated for the Eastern Component based upon the area for such Component set forth in the PDA/DIP Plan."

- c. The last sentence shall be deleted in its entirety and the following substituted therefor:

"If the Gross Floor Area as certified by the Project Architect for the Eastern Component differs from the estimate set forth in the PDA/DIP Plan, the amount of the Development Impact Project Exaction payable with respect to such Component shall be based upon the Gross Floor Area as certified by the Project Architect."

Except as amended hereby, the Agreement shall remain in full force and effect as of the date hereof.

EXECUTED as a sealed instrument as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

NEIGHBORHOOD HOUSING TRUST

By: _____
Hereunto Duly Authorized

NEW ENGLAND MUTUAL LIFE
INSURANCE COMPANY

By: Copley Real Estate Advisors, Inc.
Asset Manager and Advisor
Hereunto Duly Authorized

By: _____

GERALD D. HINES INTERESTS, INC.

By: _____

FIVE HUNDRED BOYLSTON
WEST VENTURE

By: Boylston West 1986 Associates
Limited Partnership, Its
Managing Partner

By: Gerald D. Hines, Interests, Ltd.,
doing business in Massachusetts
as Gerald D. Hines Interests,
Limited Partnership, Its General
Partner

By: _____
Gerald D. Hines
General Partner

BACK-OFFICE USE AMENDMENT

1. By inserting, after paragraph 35-4.8, the following provision:

"9. Back-office use, subject to the provisions of Section 35-14."

and renumbering subsequent paragraphs accordingly.

2. By inserting, in paragraph 35-7(j) after the words "Office as a principal use", the following:

", except as provided for in paragraph 35-4.9."

3. By inserting, after Section 35-13, the following:

"Section 35-14. Provision of Back Office Space. Within any lot or contiguous lots in single ownership containing not less than one acre in the aggregate, back-office use is allowed in an amount not to exceed forty percent (40%) of the gross floor area allowed within such lot or contiguous lots, regardless of whether such back office use is ancillary or accessory to any other use allowed in this article. For the purposes of this article, "back office use" means the use of a structure or land principally for clerical, data processing, or support staff functions, and related services and occupations."

and renumbering subsequent sections accordingly.